

15	"Any disputes between SBC/Ameritech and the CLECs arising out of or relating to the negotiation of a uniform change management control process shall be decided in a consolidated binding arbitration by an independent third party arbitrator in consultation with subject matter experts selected from a list of three firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."	<p>1. The arbitration should be conducted by the FCC.</p> <p>2. SBC/Ameritech should not have the exclusive right to supply the subject matter experts for the arbitration.</p>	"Any disputes between SBC/Ameritech and the CLECs arising out of or relating to the negotiation of a uniform change management control process shall be decided in a consolidated binding arbitration <i>conducted before the Commission in consultation with any subject matter experts that the Commission chooses</i> and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."
16.b	"SBC/Ameritech shall provide CLECs with direct access to SORD, and Ameritech's and SNET's equivalent service order processing systems. . ."	The Joint Applicants should define these service order processing systems by name for both Ameritech and SNET.	
16.c	"In the interim, SBC/Ameritech shall continue to use its equivalent interfaces for the pre-ordering and ordering of xDSL and Advanced Services."	The Joint Applicants should define exactly what interfaces they reference with the term "equivalent interfaces."	
26	The entire paragraph.	This paragraph should be deleted because the Commission already has defined "Advanced Services" in <i>Deployment of Wireline Services Offering Advanced Telecommunications Capability, etc.</i> , CC Docket No. 98-147, <i>et al.</i> , ¶ 3 n.5 (rel. August 7, 1998).	Deletion.

33	<p>"At such a time as: (a) it becomes technically feasible to provide line sharing as described in the further NPRM issued in CC Docket 98-147 (rel. March 31, 1999) and in a manner that permits multiple CLECs to have access to a high frequency channel riding over the same loop as an SBC/Ameritech incumbent LEC-provided voice grade service, and (b) the equipment to provide such line sharing becomes available, based on industry standards, at commercial volumes, SBC/Ameritech shall be required to offer to provide such line sharing to unaffiliated providers of Advanced Services on a phased-in basis beginning no later than 3 months and completing with 12 months after (a) and (b) above have occurred."</p>	<p>1. The words "multiple CLECs" should be changed to "at least one CLEC" because it is unlikely that more than one CLEC will provide Advanced Services over the same loop that the Joint Applicants provide voice grade service. There is no reason to set the technical feasibility bar any higher.</p> <p>2. The words "based on industry standards, at commercial volumes" are vague. The Commission should delete them.</p>	<p>"At such a time as: (a) it becomes technically feasible to provide line sharing as described in the further NPRM issued in CC Docket 98-147 (rel. March 31, 1999) and in a manner that permits <i>at least one CLEC</i> to have access to a high frequency channel riding over the same loop as an SBC/Ameritech incumbent LEC-provided voice grade service, and (b) the equipment to provide such line sharing becomes available, SBC/Ameritech shall be required to offer to provide such line sharing to unaffiliated providers of Advanced Services on a phased-in basis beginning no later than 3 months and completing with 12 months after (a) and (b) above have occurred."</p>
34.c	<p>"...the incumbent LEC shall charge unaffiliated providers of Advanced Services the same Surrogate Line Sharing Charges for use of an unbundled loop, where: . . . (ii) the unaffiliated provider's Advanced Services are provided to an end user customer to whom the incumbent LEC provides voice grade service on either a retail or wholesale basis, at the same premises. . ."</p>	<p>The prerequisite for a line sharing discount under (ii) — that the Joint Applicants provide voice grade service to the CLEC's end user — is too broad. The prerequisite should be only that either the Joint Applicants or any other CLEC <i>could</i> provide voice grade service to the end user over the loop in question.</p>	<p>"...the incumbent LEC shall charge unaffiliated providers of Advanced Services the same Surrogate Line Sharing Charges for use of an unbundled loop, where: . . . (ii) the unaffiliated provider's Advanced Services are provided to an end user customer to whom the incumbent LEC <i>or any other local exchange carrier could provide</i> voice grade service on either a retail or wholesale basis, at the same premises. . ."</p>
34.d, 46.e, 48.d	<p>"Audit information shall be restricted to SBC/Ameritech regulatory, legal and/or wholesale personnel, and SBC/Ameritech shall prohibit those personnel from disclosing audit related information to SBC/Ameritech retail/marketing personnel."</p>	<p>This confidentiality provision is extremely weak. For instance, it does not prohibit Joint Applicant personnel from disclosing confidential information to CLECs generally. The provision also fails to set forth the procedure with which CLEC confidential information will be treated to ensure that it remains confidential. CoreComm urges the Commission to replace this confidentiality provision with language that would require the Joint Applicants to negotiate a confidential agreement with each affected CLEC.</p>	<p>"<i>Prior to obtaining confidential audit information in regard to a particular CLEC, SBC/Ameritech will negotiate with the affected CLEC an appropriate confidentiality agreement to govern the use of that information.</i>"</p>

34.e	"Any carrier found by the Commission or the appropriate state commission to have violated the use restrictions of sub-paragraph c or who fails to cooperate in an audit shall be ineligible to receive the Surrogate Line Sharing Charges on any unbundled local loop for which the use restrictions are violated."	<p>1. This provision should take into account inadvertent violations.</p> <p>2. Whether a CLEC "fails to cooperate" in an audit should be determined by the Commission or the appropriate state commission.</p>	"Any carrier found by the Commission or the appropriate state commission to have violated the use restrictions of sub-paragraph c <i>and who cannot demonstrate that such violation was inadvertent</i> or who fails to cooperate in an audit (as determined by the Commission or the relevant state commission) shall be ineligible to receive the Surrogate Line Sharing Charges on any unbundled local loop for which the use restrictions are violated."
34.e	"In addition, any such carrier shall be ineligible to receive the Surrogate Line sharing Charges for unbundled local loops ordered or installed after the date of such finding by the Commission or a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.
35	"Until SBC/Ameritech has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services in satisfaction of Paragraph 16 of these Conditions and the EDI interface specified in that sub-paragraph is used by the separate Advanced Services affiliate for pre-ordering and ordering a substantial majority of its Advanced Services in the relevant geographic area, SBC/Ameritech's shall provide a discount of 25 percent off of the recurring and nonrecurring charges (including of the Surrogate Line Sharing Charges, if applicable) in the same relevant geographic area."	<p>1. The reference to "the EDI interface specified in that sub-paragraph" is unclear. The text should say "the EDI interface enhanced pursuant to Paragraph 16.c."</p> <p>2. The words "substantial majority" are vague and should be replaced with "75 percent."</p>	"Until SBC/Ameritech has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services in satisfaction of Paragraph 16 of these Conditions and <i>the EDI interface enhanced pursuant to Paragraph 16.c</i> is used by the separate Advanced Services affiliate for pre-ordering and ordering 75 percent of its Advanced Services in the relevant geographic area, SBC/Ameritech's shall provide a discount of 25 percent off of the recurring and nonrecurring charges (including of the Surrogate Line Sharing Charges, if applicable) in the same relevant geographic area."

37	"The Performance Measures required by Section I of these Conditions shall be reported separately, on a proprietary basis, by each SBC/Ameritech incumbent LEC for each separate Advanced Services affiliate required by this Section VII to the extent that such Performance Measures are applicable."	The words "on a proprietary basis" are too restrictive. Counsel for interested CLECs should be permitted to review reported Performance Measures.	"The Performance Measures required by Section I of these Conditions shall be reported separately, on a proprietary basis, by each SBC/Ameritech incumbent LEC for each separate Advanced Services affiliate required by this Section VII to the extent that such Performance Measures are applicable. <i>Notwithstanding the foregoing, counsel for interested CLECs may review the reported Performance Measures, subject to an appropriate proprietary agreement to be negotiated between the parties.</i> "
39.a	The separate Advanced Services affiliate requirement expires on the "date upon which (1) legislation enacted by the U.S. Congress that specifically prohibits the Commission from requiring incumbent LECs to establish separate affiliates for the provision of Advanced Services becomes law."	This provision presents the possibility that the Joint Applicants will lobby Congress to break its deal with the Commission. The Joint Applicants' Proposal should prohibit them from taking such action.	The separate Advanced Services affiliate requirement expires on the "date upon which (1) legislation enacted by the U.S. Congress that specifically prohibits the Commission from requiring incumbent LECs to establish separate affiliates for the provision of Advanced Services becomes law (provided that SBC/Ameritech does not lobby Congress therefor)."
40	"Upon the date that SBC/Ameritech determines, as a result of one or more of the provisions of Paragraph 39 above, to no longer provide Advanced Services through a separate affiliate in a particular state, then SBC/Ameritech shall be required to comply with the following provisions in that state."	This provision suggests that the Joint Applicants may decide for themselves when the requirement to have a separate Advanced Services affiliate is no longer appropriate under their Proposal. Only either the Commission or a court of law should make that determination.	"Upon the date that <i>either the Commission or a court of law determines that</i> SBC/Ameritech, as a result of one or more of the provisions of Paragraph 39 above, no longer <i>must</i> provide Advanced Services through a separate affiliate in a particular state, then SBC/Ameritech shall be required to comply with the following provisions in that state."

41	"No later than the Merger Closing Date, and until such time, if any, that the Commission enters a final and non-appealable order finding that either local switching or transport is not a UNE nationally or in specific geographic areas, SBC/Ameritech shall, in the Ameritech States, file tariffs, and/or offered amendments containing standard terms and conditions for inclusion in interconnection agreements under 47 U.S.C. § 252, to make available, subject to State Commission Approval, the function of shared transport . . . in conjunction with local switching."	<p>1. The Commission cannot "enter[]" a final and non-appealable order." Orders may be appealed and become final only when the time for appeal expires and whatever appeals that are taken are either granted or denied (and no further appeals may be taken). The word "enters" should be changed to "becomes."</p> <p>2. The provision is limited to the Ameritech states. It should include the SBC states to the extent applicable. Otherwise, SBC will be exempt from such treatment if it changes its current practices of making shared transport and local switching available as unbundled network elements.</p>	"No later than the Merger Closing Date, and until such time, if any, that the Commission <i>becomes</i> a final and non-appealable order finding that either local switching or transport is not a UNE nationally or in specific geographic areas. SBC/Ameritech shall, in the Ameritech States <i>and in the SBC states (to the extent applicable)</i> , file tariffs, and/or offered amendments containing standard terms and conditions for inclusion in interconnection agreements under 47 U.S.C. § 252, to make available, subject to State Commission Approval, the function of shared transport . . . in conjunction with local switching."
41.a	"SBC/Ameritech shall make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk."	This proposal lacks any sort of provision for the Commission to approve the "modified version of transiting."	"SBC/Ameritech shall make available a modified version of transiting, <i>subject to Commission approval</i> , that does not require a dedicated end office integration ("EOI") transit trunk."
44	"If the Chief of the Common Carrier Bureau provides SBC/Ameritech written notice of concerns regarding SBC/Ameritech's compliance with the Commission's pricing rules for UNEs including all recurring and nonrecurring changes [sic], SBC/Ameritech shall provide the Bureau, within 30 days, documentation addressing the concerns."	This sentence appears to require the Chief of the Common Carrier Bureau to direct concerns at "all recurring and nonrecurring changes [sic]." Likely, what the parties intended was for the Chief of the Common Carrier Bureau to direct concerns at any recurring and nonrecurring charges of the Joint Applicants.	"If the Chief of the Common Carrier Bureau provides SBC/Ameritech written notice of concerns regarding SBC/Ameritech's compliance with the Commission's pricing rules for <i>any recurring and nonrecurring UNE charges</i> , SBC/Ameritech shall provide the Bureau, within 30 days, documentation addressing the concerns."
45	"SBC/Ameritech shall implement the requirements of Section XI by providing all CLECs certificated and operating in the relevant states a written offer to amend each CLEC's interconnection agreement to incorporate the applicable carrier-to-carrier promotions."	The written offer to amend should be reviewed and approved by the Commission to ensure that it complies with the merger conditions.	"SBC/Ameritech shall implement the requirements of Section XI by providing all CLECs certificated and operating in the relevant states a written offer, <i>approved by the Commission</i> , to amend each CLEC's interconnection agreement to incorporate the applicable carrier-to-carrier promotions."

46.c	<p>"For purposes of this Section, the Promotional Period shall be a period of 3 years from the date a qualifying unbundled local loop is installed and operational, or the period during which the loop remains in service at the same location and for the same carrier, whichever is shorter."</p>	<p>The Promotional Period should not be loop specific, as this proposed provision would require. Rather, the Promotional Period on qualifying loops should be 3 years, regardless of how many times the loop is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular loops have a competitive advantage over later arriving CLECs.</p>	<p>"For purposes of this Section, the Promotional Period shall be a period of 3 years from the date a qualifying unbundled local loop is first installed and operational, <i>without regard to subsequent disconnections and re-connections.</i>"</p>
46.d	<p>"The promotional discounted prices offered by SBC/Ameritech for unbundled local loops used in the provision of residential telephone exchange service shall be, on average, 25 percent below the lowest applicable monthly recurring price established for the same loop by the relevant state commission pursuant to 47 U.S.C. § 252 as of July 1, 1999. This average discount shall be determined across all geographic areas in all the SBC/Ameritech States, and shall be calculated by assuming that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines in that state or geographic area. The specific promotional price, if any, to be offered in a particular geographic area shall be determined by SBC/Ameritech at its sole discretion, consistent with the provisions of this sub-paragraph."</p>	<ol style="list-style-type: none"> 1. The Commission should determine what the discounted loop rates will be before approving the merger. The Joint Applicants should not be permitted to exercise sole discretion over setting discounted loop rates. 2. If loop rates decrease in the future due to state commission cost proceedings, CLECs should benefit from the more accurate price. Therefore, there should be a mechanism to recognize lower loop rates as they occur. 3. The assumptions that "this average discount shall be determined across all geographic areas" and "that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines in that state or geographic area" may lead to the use of data from LECs other than the Joint Applicants. These clauses should be limited only to the data of the Joint Applicants. 	<p>"The <i>Commission shall determine</i> the promotional discounted prices offered by SBC/Ameritech for unbundled local loops used in the provision of residential telephone exchange service <i>based upon a discount of 25 percent</i> below the lowest applicable monthly recurring price established for the same loop by the relevant state commission pursuant to 47 U.S.C. § 252 as of July 1, 1999 (<i>subject to reduction if said loop rates decrease</i>). This discount shall be determined across all geographic areas <i>served by SBC/Ameritech in a particular state</i>, and shall be calculated by assuming that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines <i>of SBC/Ameritech</i> in that state or geographic area."</p>

46.e	"Carriers requesting unbundled local loops at the promotional discounted price shall agree to abide by the following conditions: (i) the loop shall be used to provide residential telephone exchange service and shall not be used to provide any Advanced Services as defined in Section VII."	This provision advantages the Joint Applicants and disadvantages competitors who are integrated communications providers. The Joint Applicants will be able to offer customers a choice of exchange service and Advanced Services while competitors using the discounted loop rates will be limited merely to the former service. The Commission should not accept this limitation upon the discounted loops.	"Carriers requesting unbundled local loops at the promotional discounted price shall agree to abide by the following conditions: (i) the loop shall be used to provide <i>at least</i> residential telephone exchange service."
46.f	"In addition, any such carrier shall be ineligible to receive the promotional discounted price on unbundled local loops ordered or installed after the date of such finding by a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.
46.g	"Unbundled local loops installed and made operational at the promotional discounted price after the Merger Closing Date shall be counted toward the maximum number, whether or not they remain in service."	The last clause of this provision — "whether or not they remain in service" — gives an advantage to the first CLECs to purchase particular loops vis-a-vis later arriving CLECs. Given the possibility of churn, the maximum number of eligible loops may be reached very quickly. There is no reason to limit the promotional discount in this manner. The discount should be available for the entire three-year Promotional Period. Therefore, this provision should be deleted.	Deletion.
46.g	"The relevant state commission may allocate the maximum number of unbundled local loops eligible for a promotional discounted price in that state between two or more geographic areas within the state."	This provision will lead to delay and regulatory uncertainty, since there is nothing to constrain state commissions' decision-making. Such proceedings are likely to become political struggles between differing geographic areas of particular states. The Commission would be wise to delete this provision.	Deletion.

46.g	The entire sub-paragraph.	The sub-paragraph lacks a notice provision, which the Joint Applicants included elsewhere, alerting CLECs to the possible exhaustion of discounted loops. Language provided at the right should be inserted at the end of the sub-paragraph.	<i>"In order to provide CLECs with advance planning information, SBC/Ameritech shall provide notice to CLECs when 50 percent and 80 percent of the termination numbers are reached in each of the SBC/Ameritech states."</i>
47.a	"Resold services ordered or in service prior to the Offering Window, or placed in service more than 30 days after the end of the Offering Window, shall not be eligible for a promotional resale discount."	The promotional resale discount price should apply to all lines in service when the Offering Window begins, as argued more fully in Section VII.A of CoreComm's Comments.	<i>"Resold services ordered after the end of the Offering Window shall not be eligible for a promotional resale discount."</i>
47.b	"For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a qualifying resold service is installed and operational, or the period during which the resold service remains in service at the same location and for the same carrier, whichever is shorter."	The Promotional Period should not be line specific, as this proposed provision would require. Rather, the Promotional Period for resold services should be 3 years, regardless of how many times a particular line is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular resold lines will have a competitive advantage over later arriving CLECs.	<i>"For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a qualifying resold service is installed and operational, without regard to subsequent disconnections and re-connections."</i>
48.a	"SBC/Ameritech shall be under no obligation to provide the promotional UNE platform unless the promotional UNE platform is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. SBC/Ameritech shall not be obligated under the terms of those conditions to provide UNE platforms that are ordered before or after the Offering Window."	This provision fails to account for the Commission's right to extend the Merger Conditions in cases in which the Commission determines that the Joint Applicants have not held to their side of the bargain.	<i>"Unless otherwise required by the Commission, SBC/Ameritech shall be under no obligation to provide the promotional UNE platform unless the promotional UNE platform is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. SBC/Ameritech shall not be obligated under the terms of those conditions to provide UNE platforms that are ordered before or after the Offering Window."</i>

48.b	"SBC/Ameritech shall be under no obligation to provide the promotional UNE platform outside the Promotional Period. For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a promotional UNE platform is installed and operational, or the period during which the promotional UNE platform remains in service at the same location and for the same carrier, whichever is shorter."	<p>1. The Promotional Period should not be UNE platform specific, as this proposed provision would require. Rather, the Promotional Period for UNE platforms should be 3 years, regardless of how many times a particular platform is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular UNE platforms will have a competitive advantage over later arriving CLECs.</p> <p>2. This provision fails to account for the Commission's right to extend the Merger Conditions in cases in which the Commission determines that the Joint Applicants have not held to their side of the bargain.</p>	<i>"Unless otherwise required by the Commission, SBC/Ameritech shall be under no obligation to provide the promotional UNE platform outside the Promotional Period. For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a promotional UNE platform is installed and operational, without regard to subsequent disconnections and re-connections."</i>
48.c	"The price for the promotional UNE platform shall be negotiated or established by the appropriate state commission in accordance with the pricing rules that apply to UNEs pursuant to 47 U.S.C. § 252(d)(1)."	This provision should specify how UNE platforms are to be priced in a more definitive fashion.	<i>"The price for the promotional UNE platform shall be the sum of the rates for the relevant UNEs as established by the appropriate state commission in accordance with the pricing rules that apply to UNEs pursuant to 47 U.S.C. § 252(d)(1). If CLECs so choose, they may negotiate the UNE rates with the Joint Applicants to be used in calculating the promotional UNE platform rate."</i>
48.e	"Any carrier found by the FCC or appropriate state commission to have violated condition (i) of sub-paragraph d above, shall be ineligible to order or receive the promotional UNE platform after the date of such finding by a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.

APPENDIX A

Para. #	Quote from Joint Applicants' Proposal	Explanation of Identified Loophole or Issue	Recommended Corrections (<i>in Italics</i>)
8	The entire paragraph.	This paragraph summarizes the purpose of Section III of the Joint Applicants' Proposal, which is to provide for enhancements to the Joint Applicants' OSS interfaces and to provide for new, additional interfaces. This paragraph also should state that the Joint Applicants will continue to support existing OSS interfaces that particular CLECs may be using to avoid disrupting their operations.	<i>"Unless the Joint Applicants have the consent of all affected CLECs, Joint Applicants will not discontinue offering an existing OSS interface that any CLEC currently uses. The words 'currently uses' shall mean that the CLEC performs at least one transaction per month."</i>
8	The entire paragraph.	The paragraph also should state that nothing in the Joint Applicants' Proposal is meant to preempt state laws and regulations regarding the Joint Applicants' OSS obligations.	<i>"Nothing herein shall be construed to preempt state laws or regulations that concern the OSS obligations of SBC/Ameritech."</i>
11.a	"SBC/Ameritech shall complete a publicly available Plan of interfaces..."	The text should specify exactly how the Plan will be publicly available.	<i>"SBC/Ameritech shall complete a publicly available Plan of interfaces (to be filed with the Commission and posted on the web sites of the Joint Applicants)..."</i>
11.a, 11.c, 14.a, 14.c, 16.c.3	"SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date."	If the Joint Applicants' behavior harms CLECs, they should not be able to give a charitable contribution as their penalty and then be able to reap all of the favorable publicity that comes therewith. If the Joint Applicants harm CLECs, they should pay monetary damages to those CLECs.	<i>"SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to the group of CLECs that is directly harmed by SBC/Ameritech's failure to meet the target date. If such CLECs cannot be identified, SBC/Ameritech shall make the voluntary payments to a public interest fund designated by the Commission."</i>
11.b, 16.c.2	"Successful completion of phase 2 is dependent upon the full cooperation of the CLECs in consummating a written agreement with SBC/Ameritech on the work to be done."	It is unclear how "full cooperation" would be defined. It should be deleted.	<i>"Successful completion of phase 2 is dependent upon the execution of a written agreement with SBC/Ameritech on the work to be done or the issuance of a directive by the Chief of the Common Carrier Bureau, as provided below."</i>

11.b. 14.b. 15. 16.c.2	"No CLEC shall have the right to submit the remaining unresolved issues in dispute to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest."	<p>1. This provision could be interpreted to limit CLECs' right to arbitrate under the Act, an interconnection agreement or state law. The words "arising under these Merger Conditions" should be added to limit the scope of the provision.</p> <p>2. The second clause in this sentence could be interpreted to require the Chief of the Common Carrier Bureau to issue a written finding as to the propriety of arbitration (which conceivably could be appealed, prolonging the process).</p>	"No CLEC shall have the right to submit the remaining unresolved issues <i>arising under these Merger Conditions</i> to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines <i>in his or her sole discretion and without need for a written finding</i> that arbitration is appropriate and in the public interest."
11.b, 11.c, 14.b, 14.c, 16.c.2, & 16.c.3	"Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts from a list of three firms supplied by CBS/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."	<p>1. The arbitration should be conducted by the FCC.</p> <p>2. SBC/Ameritech should not have the exclusive right to supply the subject matter experts for the arbitration.</p>	"Any such consolidated binding arbitration shall be conducted before <i>the Commission in consultation with any subject matter experts that the Commission chooses</i> and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."
11.b	"No work shall begin in Phase 3 until (a) SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to implement the plan for development and deployment of uniform application-to-application and graphical user interfaces for OSS as submitted by SBC/Ameritech, or (b) SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to arbitrate the remaining unresolved issues in dispute and SBC/Ameritech receives the arbitrator's decision."	This provision would create substantial delay because implementation of OSS interfaces would require either the Chief of the Common Carrier Bureau to accept the Joint Applicants' position or the parties to complete an arbitration, even if there are only a few outstanding issues. The provision should require the Joint Applicants to proceed with implementation to the extent feasible while an arbitration is pending.	"Work shall begin in Phase 3 <i>to the extent feasible even if there are outstanding issues to be arbitrated.</i> "
11.b, 11.c, 14.b, 14.c, 15, 16.c.2, & 16.c.3	"SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration, and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration."	The term "joint costs" is not defined. Nevertheless, if the Commission acts as arbitrator, this clause will be unnecessary. CoreComm recommends deleting it.	Deletion.

11.c. 14.c 16.c.2	"Thereafter, the Chief of the Common Carrier Bureau may issue an order authorizing SBC/Ameritech and the CLEC(s) to submit the dispute to consolidated binding arbitration, if the Chief of the Common Carrier Bureau determines that the arbitration of the dispute is appropriate and in the public interest."	This sentence would require the Chief of the Common Carrier Bureau to issue a written finding as to the propriety of arbitration (which conceivably could be appealed, prolonging the process).	"Thereafter, the Chief of the Common Carrier Bureau may authorize SBC/Ameritech and the CLEC(s) to submit the dispute to consolidated binding arbitration, if the Chief of the Common Carrier Bureau determines <i>in his or her sole discretion and without need for a written finding</i> that the arbitration of the dispute is appropriate and in the public interest."
12	"...provided, however, that a CLEC requesting such direct access enters into a written contract wherein SBC/Ameritech and the CLEC agree to (i) the precise nature of the SORD (or Ameritech or SNET equivalent service order processing system) functions that shall be provided by SBC/Ameritech, (ii) a timetable for deployment of direct access to such functions; and (iii) a timetable for delivery of training on how to use such functions."	The requirement here for a written contract between the parties introduces the possibility of delay, depending upon what bargaining position the Joint Applicants assume. SBC/Ameritech should submit a template agreement to the Commission for its approval prior to merger closing that would address these issues and obviate the need for CLECs to conduct negotiations regarding such agreements on an ad hoc basis. The sentences at the right should be added after the quoted passage from the Joint Applicants' Proposal.	<i>"Prior to merger closing, SBC/Ameritech shall submit to the Commission for approval a template agreement containing all of these terms and conditions. SBC/Ameritech shall offer this template agreement to all requesting CLECs."</i>
12	"... Ameritech or SNET equivalent service order processing system. . ."	The Joint Applicants should define this service order processing system by name for both Ameritech and SNET.	
13	"...provided, however, that a CLEC requesting such enhancements enters into a written contract wherein (i) BC/Ameritech and the CLEC agree to the precise nature of the enhancement(s), and (ii) the CLEC agrees to pay SBC/Ameritech for the costs of development."	The requirement here for a written contract between the parties introduces the possibility of delay, depending upon what bargaining position the Joint Applicants assume. SBC/Ameritech should submit a template agreement to the Commission for its approval prior to merger closing that would address these issues and obviate the need for CLECs to conduct negotiations regarding such agreements on an ad hoc basis. The sentences at the right should be added after the quoted passage from the Joint Applicants' Proposal.	<i>"Prior to merger closing, SBC/Ameritech shall submit to the Commission for approval a template agreement containing all of these terms and conditions. SBC/Ameritech shall offer this template agreement to all requesting CLECs."</i>

14	"...SBC/Ameritech shall develop jointly with CLECs, and deploy throughout the SBC/Ameritech States, either (i) a software solution that shall ensure that CLEC submitted local service requests are consistent with SBC/Ameritech's business rules, or (ii) uniform business rules for completing CLEC local service requests, excluding those differences caused by state regulatory requirements and product definitions."	The Joint Applicants should commit to developing and deploying both a software solution to business rule differences as well as uniform business rules.	"...SBC/Ameritech shall develop jointly with CLECs, and deploy throughout the SBC/Ameritech States: (i) a software solution that shall ensure that CLEC submitted local service requests are consistent with SBC/Ameritech's business rules, <i>and</i> (ii) uniform business rules for completing CLEC local service requests, excluding those differences caused by state regulatory requirements and product definitions."
14.a	"SBC/Ameritech shall complete a publicly available Plan of Record . . ."	"Publicly available" should mean that the Joint Applicants post the Plan on their websites, along with any updates thereto.	"SBC/Ameritech shall complete a publicly available Plan of Record <i>posted upon the SBC/Ameritech web sites along with any applicable updates . . .</i> "
14.a	"...SBC/Ameritech's plan for developing and deploying a software solution or uniform business rules..."	The "or" should be changed to "and" to be consistent with the changes to Paragraph 14.	"...SBC/Ameritech's plan for developing and deploying a software solution <i>and</i> uniform business rules..."
14.b	"No work shall begin until SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to implement the plan for development and deployment of either a software solution or uniform business rules as submitted by SBC/Ameritech, or SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to arbitrate the remaining unresolved issues in dispute and SBC/Ameritech receives the arbitrator's decision."	<p>1. This provision would create substantial delay because implementation of a software solution and uniform business rules would require either the Chief of the Common Carrier Bureau to accept the Joint Applicants' position or the parties to complete an arbitration, even if there are only a few outstanding issues. The provision should require the Joint Applicants to proceed with implementation to the extent feasible while an arbitration is pending.</p> <p>2. This provision must reflect the Joint Applicants' obligation to provide both a software solution and uniform business rules.</p>	"Work shall begin <i>upon a software solution and uniform business rules to the extent feasible even if there are outstanding issues to be arbitrated.</i> "

15	"Any disputes between SBC/Ameritech and the CLECs arising out of or relating to the negotiation of a uniform change management control process shall be decided in a consolidated binding arbitration by an independent third party arbitrator in consultation with subject matter experts selected from a list of three firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."	<p>1. The arbitration should be conducted by the FCC.</p> <p>2. SBC/Ameritech should not have the exclusive right to supply the subject matter experts for the arbitration.</p>	"Any disputes between SBC/Ameritech and the CLECs arising out of or relating to the negotiation of a uniform change management control process shall be decided in a consolidated binding arbitration <i>conducted before the Commission in consultation with any subject matter experts that the Commission chooses</i> and in accordance with the Commercial Arbitration Rules of the American Arbitration Association."
16.b	"SBC/Ameritech shall provide CLECs with direct access to SORD, and Ameritech's and SNET's equivalent service order processing systems. . ."	The Joint Applicants should define these service order processing systems by name for both Ameritech and SNET.	
16.c	"In the interim, SBC/Ameritech shall continue to use its equivalent interfaces for the pre-ordering and ordering of xDSL and Advanced Services."	The Joint Applicants should define exactly what interfaces they reference with the term "equivalent interfaces."	
26	The entire paragraph.	This paragraph should be deleted because the Commission already has defined "Advanced Services" in <i>Deployment of Wireline Services Offering Advanced Telecommunications Capability, etc.</i> , CC Docket No. 98-147, <i>et al.</i> , ¶ 3 n.5 (rel. August 7, 1998).	Deletion.

33	<p>"At such a time as: (a) it becomes technically feasible to provide line sharing as described in the further NPRM issued in CC Docket 98-147 (rel. March 31, 1999) and in a manner that permits multiple CLECs to have access to a high frequency channel riding over the same loop as an SBC/Ameritech incumbent LEC-provided voice grade service, and (b) the equipment to provide such line sharing becomes available, based on industry standards, at commercial volumes, SBC/Ameritech shall be required to offer to provide such line sharing to unaffiliated providers of Advanced Services on a phased-in basis beginning no later than 3 months and completing with 12 months after (a) and (b) above have occurred."</p>	<p>1. The words "multiple CLECs" should be changed to "at least one CLEC" because it is unlikely that more than one CLEC will provide Advanced Services over the same loop that the Joint Applicants provide voice grade service. There is no reason to set the technical feasibility bar any higher.</p> <p>2. The words "based on industry standards, at commercial volumes" are vague. The Commission should delete them.</p>	<p>"At such a time as: (a) it becomes technically feasible to provide line sharing as described in the further NPRM issued in CC Docket 98-147 (rel. March 31, 1999) and in a manner that permits <i>at least one CLEC</i> to have access to a high frequency channel riding over the same loop as an SBC/Ameritech incumbent LEC-provided voice grade service, and (b) the equipment to provide such line sharing becomes available, SBC/Ameritech shall be required to offer to provide such line sharing to unaffiliated providers of Advanced Services on a phased-in basis beginning no later than 3 months and completing with 12 months after (a) and (b) above have occurred."</p>
34.c	<p>"...the incumbent LEC shall charge unaffiliated providers of Advanced Services the same Surrogate Line Sharing Charges for use of an unbundled loop, where: . . . (ii) the unaffiliated provider's Advanced Services are provided to an end user customer to whom the incumbent LEC provides voice grade service on either a retail or wholesale basis, at the same premises. . ."</p>	<p>The prerequisite for a line sharing discount under (ii) — that the Joint Applicants provide voice grade service to the CLEC's end user — is too broad. The prerequisite should be only that either the Joint Applicants or any other CLEC <i>could</i> provide voice grade service to the end user over the loop in question.</p>	<p>"...the incumbent LEC shall charge unaffiliated providers of Advanced Services the same Surrogate Line Sharing Charges for use of an unbundled loop, where: . . . (ii) the unaffiliated provider's Advanced Services are provided to an end user customer to whom the incumbent LEC <i>or any other local exchange carrier could provide</i> voice grade service on either a retail or wholesale basis, at the same premises. . ."</p>
34.d, 46.e, 48.d	<p>"Audit information shall be restricted to SBC/Ameritech regulatory, legal and/or wholesale personnel, and SBC/Ameritech shall prohibit those personnel from disclosing audit related information to SBC/Ameritech retail/marketing personnel."</p>	<p>This confidentiality provision is extremely weak. For instance, it does not prohibit Joint Applicant personnel from disclosing confidential information to CLECs generally. The provision also fails to set forth the procedure with which CLEC confidential information will be treated to ensure that it remains confidential. CoreComm urges the Commission to replace this confidentiality provision with language that would require the Joint Applicants to negotiate a confidential agreement with each affected CLEC.</p>	<p><i>"Prior to obtaining confidential audit information in regard to a particular CLEC, SBC/Ameritech will negotiate with the affected CLEC an appropriate confidentiality agreement to govern the use of that information."</i></p>

34.e	"Any carrier found by the Commission or the appropriate state commission to have violated the use restrictions of sub-paragraph c or who fails to cooperate in an audit shall be ineligible to receive the Surrogate Line Sharing Charges on any unbundled local loop for which the use restrictions are violated."	<p>1. This provision should take into account inadvertent violations.</p> <p>2. Whether a CLEC "fails to cooperate" in an audit should be determined by the Commission or the appropriate state commission.</p>	"Any carrier found by the Commission or the appropriate state commission to have violated the use restrictions of sub-paragraph c <i>and who cannot demonstrate that such violation was inadvertent</i> or who fails to cooperate in an audit (<i>as determined by the Commission or the relevant state commission</i>) shall be ineligible to receive the Surrogate Line Sharing Charges on any unbundled local loop for which the use restrictions are violated."
34.e	"In addition, any such carrier shall be ineligible to receive the Surrogate Line sharing Charges for unbundled local loops ordered or installed after the date of such finding by the Commission or a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.
35	"Until SBC/Ameritech has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services in satisfaction of Paragraph 16 of these Conditions and the EDI interface specified in that sub-paragraph is used by the separate Advanced Services affiliate for pre-ordering and ordering a substantial majority of its Advanced Services in the relevant geographic area, SBC/Ameritech's shall provide a discount of 25 percent off of the recurring and nonrecurring charges (including of the Surrogate Line Sharing Charges, if applicable) in the same relevant geographic area."	<p>1. The reference to "the EDI interface specified in that sub-paragraph" is unclear. The text should say "the EDI interface enhanced pursuant to Paragraph 16.c."</p> <p>2. The words "substantial majority" are vague and should be replaced with "75 percent."</p>	"Until SBC/Ameritech has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services in satisfaction of Paragraph 16 of these Conditions and <i>the EDI interface enhanced pursuant to Paragraph 16.c</i> is used by the separate Advanced Services affiliate for pre-ordering and ordering 75 percent of its Advanced Services in the relevant geographic area, SBC/Ameritech's shall provide a discount of 25 percent off of the recurring and nonrecurring charges (including of the Surrogate Line Sharing Charges, if applicable) in the same relevant geographic area."

37	"The Performance Measures required by Section I of these Conditions shall be reported separately, on a proprietary basis, by each SBC/Ameritech incumbent LEC for each separate Advanced Services affiliate required by this Section VII to the extent that such Performance Measures are applicable."	The words "on a proprietary basis" are too restrictive. Counsel for interested CLECs should be permitted to review reported Performance Measures.	"The Performance Measures required by Section I of these Conditions shall be reported separately, on a proprietary basis, by each SBC/Ameritech incumbent LEC for each separate Advanced Services affiliate required by this Section VII to the extent that such Performance Measures are applicable. <i>Notwithstanding the foregoing, counsel for interested CLECs may review the reported Performance Measures, subject to an appropriate proprietary agreement to be negotiated between the parties."</i>
39.a	The separate Advanced Services affiliate requirement expires on the "date upon which (1) legislation enacted by the U.S. Congress that specifically prohibits the Commission from requiring incumbent LECs to establish separate affiliates for the provision of Advanced Services becomes law."	This provision presents the possibility that the Joint Applicants will lobby Congress to break its deal with the Commission. The Joint Applicants' Proposal should prohibit them from taking such action.	The separate Advanced Services affiliate requirement expires on the "date upon which (1) legislation enacted by the U.S. Congress that specifically prohibits the Commission from requiring incumbent LECs to establish separate affiliates for the provision of Advanced Services becomes law (provided that SBC/Ameritech does not lobby Congress therefor)."
40	"Upon the date that SBC/Ameritech determines, as a result of one or more of the provisions of Paragraph 39 above, to no longer provide Advanced Services through a separate affiliate in a particular state, then SBC/Ameritech shall be required to comply with the following provisions in that state."	This provision suggests that the Joint Applicants may decide for themselves when the requirement to have a separate Advanced Services affiliate is no longer appropriate under their Proposal. Only either the Commission or a court of law should make that determination.	"Upon the date that <i>either the Commission or a court of law determines that</i> SBC/Ameritech, as a result of one or more of the provisions of Paragraph 39 above, no longer <i>must</i> provide Advanced Services through a separate affiliate in a particular state, then SBC/Ameritech shall be required to comply with the following provisions in that state."

41	"No later than the Merger Closing Date, and until such time, if any, that the Commission enters a final and non-appealable order finding that either local switching or transport is not a UNE nationally or in specific geographic areas, SBC/Ameritech shall, in the Ameritech States, file tariffs, and/or offered amendments containing standard terms and conditions for inclusion in interconnection agreements under 47 U.S.C. § 252, to make available, subject to State Commission Approval, the function of shared transport . . . in conjunction with local switching."	<p>1. The Commission cannot "enter[]" a final and non-appealable order." Orders may be appealed and become final only when the time for appeal expires and whatever appeals that are taken are either granted or denied (and no further appeals may be taken). The word "enters" should be changed to "becomes."</p> <p>2. The provision is limited to the Ameritech states. It should include the SBC states to the extent applicable. Otherwise, SBC will be exempt from such treatment if it changes its current practices of making shared transport and local switching available as unbundled network elements.</p>	"No later than the Merger Closing Date, and until such time, if any, that the Commission <i>becomes</i> a final and non-appealable order finding that either local switching or transport is not a UNE nationally or in specific geographic areas, SBC/Ameritech shall, in the Ameritech States <i>and in the SBC states (to the extent applicable)</i> , file tariffs, and/or offered amendments containing standard terms and conditions for inclusion in interconnection agreements under 47 U.S.C. § 252, to make available, subject to State Commission Approval, the function of shared transport . . . in conjunction with local switching."
41.a	"SBC/Ameritech shall make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk."	This proposal lacks any sort of provision for the Commission to approve the "modified version of transiting."	"SBC/Ameritech shall make available a modified version of transiting, <i>subject to Commission approval</i> , that does not require a dedicated end office integration ("EOI") transit trunk."
44	"If the Chief of the Common Carrier Bureau provides SBC/Ameritech written notice of concerns regarding SBC/Ameritech's compliance with the Commission's pricing rules for UNEs including all recurring and nonrecurring changes [sic], SBC/Ameritech shall provide the Bureau, within 30 days, documentation addressing the concerns."	This sentence appears to require the Chief of the Common Carrier Bureau to direct concerns at "all recurring and nonrecurring changes [sic]." Likely, what the parties intended was for the Chief of the Common Carrier Bureau to direct concerns at any recurring and nonrecurring charges of the Joint Applicants.	"If the Chief of the Common Carrier Bureau provides SBC/Ameritech written notice of concerns regarding SBC/Ameritech's compliance with the Commission's pricing rules for <i>any recurring and nonrecurring UNE charges</i> , SBC/Ameritech shall provide the Bureau, within 30 days, documentation addressing the concerns."
45	"SBC/Ameritech shall implement the requirements of Section XI by providing all CLECs certificated and operating in the relevant states a written offer to amend each CLEC's interconnection agreement to incorporate the applicable carrier-to-carrier promotions."	The written offer to amend should be reviewed and approved by the Commission to ensure that it complies with the merger conditions.	"SBC/Ameritech shall implement the requirements of Section XI by providing all CLECs certificated and operating in the relevant states a written offer, <i>approved by the Commission</i> , to amend each CLEC's interconnection agreement to incorporate the applicable carrier-to-carrier promotions."

46.c	<p>"For purposes of this Section, the Promotional Period shall be a period of 3 years from the date a qualifying unbundled local loop is installed and operational, or the period during which the loop remains in service at the same location and for the same carrier, whichever is shorter."</p>	<p>The Promotional Period should not be loop specific, as this proposed provision would require. Rather, the Promotional Period on qualifying loops should be 3 years, regardless of how many times the loop is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular loops have a competitive advantage over later arriving CLECs.</p>	<p>"For purposes of this Section, the Promotional Period shall be a period of 3 years from the date a qualifying unbundled local loop is first installed and operational, <i>without regard to subsequent disconnections and re-connections.</i>"</p>
46.d	<p>"The promotional discounted prices offered by SBC/Ameritech for unbundled local loops used in the provision of residential telephone exchange service shall be, on average, 25 percent below the lowest applicable monthly recurring price established for the same loop by the relevant state commission pursuant to 47 U.S.C. § 252 as of July 1, 1999. This average discount shall be determined across all geographic areas in all the SBC/Ameritech States, and shall be calculated by assuming that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines in that state or geographic area. The specific promotional price, if any, to be offered in a particular geographic area shall be determined by SBC/Ameritech at its sole discretion, consistent with the provisions of this sub-paragraph."</p>	<ol style="list-style-type: none"> 1. The Commission should determine what the discounted loop rates will be before approving the merger. The Joint Applicants should not be permitted to exercise sole discretion over setting discounted loop rates. 2. If loop rates decrease in the future due to state commission cost proceedings, CLECs should benefit from the more accurate price. Therefore, there should be a mechanism to recognize lower loop rates as they occur. 3. The assumptions that "this average discount shall be determined across all geographic areas" and "that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines in that state or geographic area" may lead to the use of data from LECs other than the Joint Applicants. These clauses should be limited only to the data of the Joint Applicants. 	<p>"The <i>Commission shall determine the</i> promotional discounted prices offered by SBC/Ameritech for unbundled local loops used in the provision of residential telephone exchange service <i>based upon a discount of 25 percent below the lowest applicable monthly recurring price established for the same loop by the relevant state commission pursuant to 47 U.S.C. § 252 as of July 1, 1999 (subject to reduction if said loop rates decrease).</i> This discount shall be determined across all geographic areas <i>served by SBC/Ameritech in a particular state</i>, and shall be calculated by assuming that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines <i>of SBC/Ameritech</i> in that state or geographic area."</p>

46.e	"Carriers requesting unbundled local loops at the promotional discounted price shall agree to abide by the following conditions: (i) the loop shall be used to provide residential telephone exchange service and shall not be used to provide any Advanced Services as defined in Section VII."	This provision advantages the Joint Applicants and disadvantages competitors who are integrated communications providers. The Joint Applicants will be able to offer customers a choice of exchange service and Advanced Services while competitors using the discounted loop rates will be limited merely to the former service. The Commission should not accept this limitation upon the discounted loops.	"Carriers requesting unbundled local loops at the promotional discounted price shall agree to abide by the following conditions: (i) the loop shall be used to provide <i>at least</i> residential telephone exchange service."
46.f	"In addition, any such carrier shall be ineligible to receive the promotional discounted price on unbundled local loops ordered or installed after the date of such finding by a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.
46.g	"Unbundled local loops installed and made operational at the promotional discounted price after the Merger Closing Date shall be counted toward the maximum number, whether or not they remain in service."	The last clause of this provision — "whether or not they remain in service" — gives an advantage to the first CLECs to purchase particular loops vis-a-vis later arriving CLECs. Given the possibility of churn, the maximum number of eligible loops may be reached very quickly. There is no reason to limit the promotional discount in this manner. The discount should be available for the entire three-year Promotional Period. Therefore, this provision should be deleted.	Deletion.
46.g	"The relevant state commission may allocate the maximum number of unbundled local loops eligible for a promotional discounted price in that state between two or more geographic areas within the state."	This provision will lead to delay and regulatory uncertainty, since there is nothing to constrain state commissions' decision-making. Such proceedings are likely to become political struggles between differing geographic areas of particular states. The Commission would be wise to delete this provision.	Deletion.

46.g	The entire sub-paragraph.	The sub-paragraph lacks a notice provision, which the Joint Applicants included elsewhere, alerting CLECs to the possible exhaustion of discounted loops. Language provided at the right should be inserted at the end of the sub-paragraph.	<i>"In order to provide CLECs with advance planning information, SBC/Ameritech shall provide notice to CLECs when 50 percent and 80 percent of the termination numbers are reached in each of the SBC/Ameritech states."</i>
47.a	"Resold services ordered or in service prior to the Offering Window, or placed in service more than 30 days after the end of the Offering Window, shall not be eligible for a promotional resale discount."	The promotional resale discount price should apply to all lines in service when the Offering Window begins, as argued more fully in Section VII.A of CoreComm's Comments.	<i>"Resold services ordered after the end of the Offering Window shall not be eligible for a promotional resale discount."</i>
47.b	"For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a qualifying resold service is installed and operational, or the period during which the resold service remains in service at the same location and for the same carrier, whichever is shorter."	The Promotional Period should not be line specific, as this proposed provision would require. Rather, the Promotional Period for resold services should be 3 years, regardless of how many times a particular line is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular resold lines will have a competitive advantage over later arriving CLECs.	<i>"For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a qualifying resold service is installed and operational, without regard to subsequent disconnections and re-connections."</i>
48.a	"SBC/Ameritech shall be under no obligation to provide the promotional UNE platform unless the promotional UNE platform is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. SBC/Ameritech shall not be obligated under the terms of those conditions to provide UNE platforms that are ordered before or after the Offering Window."	This provision fails to account for the Commission's right to extend the Merger Conditions in cases in which the Commission determines that the Joint Applicants have not held to their side of the bargain.	<i>"Unless otherwise required by the Commission, SBC/Ameritech shall be under no obligation to provide the promotional UNE platform unless the promotional UNE platform is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. SBC/Ameritech shall not be obligated under the terms of those conditions to provide UNE platforms that are ordered before or after the Offering Window."</i>

48.b	"SBC/Ameritech shall be under no obligation to provide the promotional UNE platform outside the Promotional Period. For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a promotional UNE platform is installed and operational, or the period during which the promotional UNE platform remains in service at the same location and for the same carrier, whichever is shorter."	<p>1. The Promotional Period should not be UNE platform specific, as this proposed provision would require. Rather, the Promotional Period for UNE platforms should be 3 years, regardless of how many times a particular platform is provisioned to a different competitor. Otherwise, the first CLECs to purchase particular UNE platforms will have a competitive advantage over later arriving CLECs.</p> <p>2. This provision fails to account for the Commission's right to extend the Merger Conditions in cases in which the Commission determines that the Joint Applicants have not held to their side of the bargain.</p>	<i>"Unless otherwise required by the Commission, SBC/Ameritech shall be under no obligation to provide the promotional UNE platform outside the Promotional Period. For purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a promotional UNE platform is installed and operational, without regard to subsequent disconnections and re-connections."</i>
48.c	"The price for the promotional UNE platform shall be negotiated or established by the appropriate state commission in accordance with the pricing rules that apply to UNEs pursuant to 47 U.S.C. § 252(d)(1)."	This provision should specify how UNE platforms are to be priced in a more definitive fashion.	<i>"The price for the promotional UNE platform shall be the sum of the rates for the relevant UNEs as established by the appropriate state commission in accordance with the pricing rules that apply to UNEs pursuant to 47 U.S.C. § 252(d)(1). If CLECs so choose, they may negotiate the UNE rates with the Joint Applicants to be used in calculating the promotional UNE platform rate."</i>
48.e	"Any carrier found by the FCC or appropriate state commission to have violated condition (i) of sub-paragraph d above, shall be ineligible to order or receive the promotional UNE platform after the date of such finding by a state commission."	This penalty provision is simply draconian and should be deleted.	Deletion.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, by U.S. mail, this 20th day of the July, 1999, to the persons listed on the attached list, except for SBC Communications, Inc. and Ameritech Corporation, who were served by facsimile and U.S. mail.

A handwritten signature in black ink, appearing to read "Antony Petrilla", written in a cursive style.

Antony Richard Petrilla

VIA COURIER DELIVERY

Magalie Roman Salas, Esq.
Secretary
Federal Communications Commission
The Portals - TW-A325
445 Twelfth Street, S.W.
Washington, DC 20554

Original + 8 + Stamp & Return Copy

Carol Matthey
Chief
Policy and Program Planning Division
Common Carrier Bureau
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

William Dever
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Bob Atkinson, Deputy Chief
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Johnson Garrett
Office of Plans and Policy
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Janice Myles
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Michael Kende
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

To-Quyen Truong
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Audrey Wright
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Pamela Megna
Office of Plans and Policy
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Patrick De Graba
Office of Plans and Policy
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

International Transcript Service
1231 20th Street, N.W.
Washington, D.C. 20554

Elizabeth Nightingale
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Johanna Mikes
Common Carrier Bureau
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Bill Rogerson
Office of Plans & Policy
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Tom Krattenmaker
Office of Plans & Policy
Federal Communications Commission
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20554

Lisa Youngers
MCI WorldCOM, Inc.
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

James R. Young
Executive Vice-President - General Counsel
Bell Atlantic Corporation
1095 Avenue of the Americas
New York, New York 10036

Martha Hogerty
Missouri Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Indiana Office of Utility
Consumer Counselor
John Cook, Assistant Consumer Counselor
100 North Senate Avenue, Room N501
Indianapolis, Indiana 46204-2208

Philip W. Horton, Esq.
Arnold & Porter
555 12th Street, N.W.
Washington, D.C. 20004-1206

Kerry Bruce
City of Toledo
Department of Public Utilities
420 Madison Avenue - Suite 100
Toledo, Ohio 43604-1219

Michigan Attorney General
Frank J. Kelley, Attorney General
Orjiakor N. Isogu, Asst. Attorney General
525 West Ottawa Street
Lansing, Michigan 48909

Texas Office of the Public Utility Counsel
Rick Guzman, Asst. Public Utility Counsel
P.O. Box 12397
Austin, Texas 78711-2397

Ellis Jacobs, Esq.
Dayton Legal Aid Society
333 West 1st Street - Suite 500
Dayton, Ohio 45402

Antoinette Cook Bush
Skadden Arps Slate Meagher & Flom, LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111

Anna Montana, Mayor
Village of Schiller Park
9526 West Irving Park Road
Schiller Park, IL 60176

Anthony C. Epstein
Jenner & Block
601 Thirteenth Street, N.W. - 12th Floor
Washington, D.C. 20005

Mary Carol Kelley, Director
Worldwide Communications
Compaq Computer Corporation
20555 Tomball Parkway
Houston, Texas 77070

Allen Parker, Village Manager
Village of Maywood
115 South Fifth Avenue
Maywood, IL 60153

Guy T. Gray
VP Telecommunications
Cendant Corporation
6 Sylvan Way
Parsippany, N.J. 07054

William P. Barr, Executive Vice-President
Government and Regulatory Advocacy and
General Counsel
GTE Corporation
One Stamford Forum
Stamford, Connecticut 06904

Mavis Pizella, Manager
Network Services
Levi Strauss & Co.
Levis Plaza
P.O. Box 7215
San Francisco, CA 94120

Michael Kellogg
Kellogg, Huber, Hansen, Todd & Evans
1301 K Street, N.W. - Suite 1000 West
Washington, D.C. 20005

Robert N. Tatum, Director
Network Services
Edward Jones
201 Progress Parkway
Maryland Heights, MO 63043-3042

Nina Holland
AMOCO
501 Westlake Park Blv.
P.O. Box 3092
Houston, Texas 77253-3092

G. Nichols Simonds
Vice President & Chief Information Officer
Emmerson Electric Co.
8000 West Florissant Avenue
St. Louis, MO 63136

John Vitale
Bear, Stearns & Co., Inc.
245 Park Avenue
New York, New York 10167

Consumer Union and The Consumer
Federation of America
Gene Kimmelman
Consumers Union
1666 Connecticut Avenue, N.W.
Washington, D.C. 20009

Dr. Mark Cooper
Consumer Federation of America
1424 16th Street, N.W.
Washington, D.C. 20036

E. Spire Communications, Inc.
Brad E. Mutchelknaus
Andrea Pruitt
Kelley, Drye & Warren, LLPL
1200 19th Street, N.W. - Suite 500
Washington, D.C. 20036

Jeffrey Mayhook
GST Telecom, Inc.
4001 Main Street
Vancouver, WA 98663

EMC Corp.
Martin O'Riordan
171 South Street
Hookinton, MA 01748-9013

Cablevision Lightpath, Inc.
Cherie R. Kiser
William A. Davis
Mintz Leven Cohen Ferris Glovsky and Popeo, PC
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2608

CTC Communications Group
William L. Fishman
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, DC 20007-5116

Corecomm LTD
Eric Branfman
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Communications Workers of America
Debbie Goldman
George Kohn
501 Third Street, N.W.
Washington, D.C. 20001

Commonwealth of the Northern Mariana Islands
Thomas K. Crowe
Elizabeth Holowinski
Law Offices of Thomas K. Crowe, P.C.
2300 M Street, N.W. - Suite 800
Washington, D.C. 20037

James L. Gattuso
Competitive Enterprise Institute
1001 Connecticut Avenue, N.W. - Suite 1250
Washington, D.C. 20037

Consumer Groups
Patricia A. Stowell
Public Advocate
Division of the Public Advocate
820 N. French Street - 4th Floor
Wilmington, DE 19801

Focal Communications
Russell M. Blau
Robert V. Zener
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Network Plus, Inc.
Russell M. Blau
Kathleen L. Greenan
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Freedom Ring Communications
Morton J. Posner
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Todd McCracken
National Small Business United
1156 15th Street, N.W. - Suite 1100
Washington, D.C. 20005

USDA
Christopher A. McLean
Deputy Admin.
Rural Utilities Service
Washington, D.C. 20250

PacTaec Communications, Inc.
Eric Branfman
Eric Einhorn
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Competitive Telecommunications Assn.
Robert J. Aamoth
Melissa Smith
Kelley, Drye & Warren, LLP
1200 19th Street, N.W. - Suite 500
Washington, D.C. 20036

Debra Berlyn
Executive Director
CPI - Competition Policy Institute
1156 15th Street, N.W. - Suite 520
Washington, D.C. 20005

Hyperioin Telecommunications, Inc.
Richard Rindler
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

J.J. Barry
International Brotherhood of Electrical Workers
1125 15th Street, N.W.
Washington, D.C. 20006

Angela D. Ledford
Keep America Connected
P.O. Box 27911
Washington, D.C. 20005

KMC Telecom, Inc.
Patrick Donovan
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Pilgrim Telephone, Inc.
Scott Blake Harris
Jonathan B. Mirsky
Harris, Wiltshire & Grannis, LLP
1200 18th Street, N.W.
Washington, D.C. 20036

Pam Whittington
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

RCN Telecom Services, Inc.
Russell M. Blau
Anthony Richard Petrilla
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

David N. Porter
Richard S. Whitt
MCI WorldCom, Inc.
112 Connecticut Avenue, N.W.
Washington, D.C. 20036

State Communications, Inc.
Harry M. Malone
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

WorldPath Internet Services
Eric Branfman
Morton J. Posner
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

William McCarty
Indiana Utility Regulatory Commission
302 West Washington Street - Suite E306
Indianapolis, IN 46204

Bill Hunt
Level 3 Communications, Inc.
3555 Farnam Street
Omaha, NE 68131

Lisa B. Smith
R. Dale Dixon, Jr.
MCI WorldCom, Inc.
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Linda F. Golodner
National Consumers League
1701 K Street, N.W. - Suite 1200
Washington, D.C. 20006

Mark E. Buechele
Supra Telecom & Information Systems
2620 S.W. 27th Avenue
Miami, Florida 33133

Telecommunications Resellers Assn.
Charles C. Hunter
Catherine M. Hannan
Hunter Communications Law Group
1620 I Street, N.W. - Suite 701
Washington, D.C. 20006

Irvin W. Maloney
Occidental Petroleum Corp.
1640 Stonehedge Road
Palm Springs, CA 92264

AT&T
C. Frederick Beckner, III
Sidley & Austin
1722 I Street, N.W.
Washington, D.C. 20006

TRICOM USA, Inc.
Judith D. O'Neill
Nancy J. Eskenazi
Thelen Reid & Priest, LLP
701 Pennsylvania Avenue, N.W. - Suite 800
Washington, D.C. 20004

US Xchange, LLC
Dana Frix
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

Steven G. Bradbury
Kirkland and Ellis
655 15th Street, N.W.
Washington, D.C. 20005

Carmen Nieves, Director
Child Health Foundation
10630 Little Patuxent Parkway - Suite 126
Columbia, Maryland 21044

Walter Fields
New Jersey Coalition for Local Telephone Competition
P.O. Box 8127
Trenton, N.J. 08650

Triton PCS, Inc.
Leonard J. Kennedy
David E. Mills
Laura H. Philips
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W. - Suite 800
Washington, D.C. 20036-6802

United Cellular Corp.
Alan Y. Naftalin
Peter M. Connolly
Loteen & Naftalin, LLP
1150 Connecticut Avenue, N.W. - Suite 1000
Washington, D.C. 20036

Michael E. Glover
Bell Atlantic Network Services, Inc.
1320 North Court House Road - 8th Floor
Arlington, Virginia 22201

Dr. Marta Sotomayor, President
National Hispanic Council on Aging
2713 Ontario Road, N.W.
Washington, D.C. 20009

Sol Del Ande Eaton, President
Latin American Women and Supporters
4501 Havelock Road
Lanham, Maryland 20706

Warner H. Session, President
Telecommunications Advocacy Project
1150 Connecticut Avenue, N.W. - Suite 900
Washington, D.C. 20036

Jeffrey A. Eisenach, Ph.D.
President
The Progress & Freedom Foundation
1301 K Street, N.W. Suite 550E
Washington, D.C. 20005

Charles B. Molster III
Winston & Strawn
1400 L Street, N.W.
Washington, D.C. 20005-3502

Carmen L. Nieves, President
Federal of Hispanic Organizations of the Baltimore
Metropolitan Area, Inc.
15 Charles Street - Suite 1701
Baltimore, Maryland 21201

Terry L. Etter
Assistant Consumer's Counsel
Ohio Consumer's Counsel
77 South High Street - 15th Floor
Columbus, Ohio 43266-0550

Gerald F. Masoudi
Kirkland & Ellis
655 Fifteenth Street, N.W.
Washington, D.C. 20005

James Ellis
V.P. & General Counsel
SBC Communications, Inc.
175 East Houston Street - Suite 1306
San Antonio, Texas 78205

Paul K. Mancini
General Attorney and Assistant General Counsel
SBC Communications Inc.
175 East Houston Street - Suite 1306
San Antonio, Texas 78205

Richard Hetke
Senior Counsel
Ameritech Corporation
30 South Wacker Drive - 39th Floor
Chicago, Illinois 60606